

**MINUTES FOR AUGUST 16, 2010**  
**COLUMBUS, KANSAS, CHEROKEE COUNTY**  
**OFFICE OF THE COUNTY CLERK**  
**CRYSTAL L. GATEWOOD**

The Cherokee County Commissioners met August 16, 2010. Commissioners Hilderbrand and Commissioner Collins were present. Commissioner Garner had an outside appointment. The Pledge of Allegiance was said by all. County Clerk Crystal Gatewood submitted the minutes for August 9, 2010, Commissioner Hilderbrand made a motion to accept the amended minutes, his motion was seconded by Commissioner Collins, and both Commissioners Hilderbrand and Collins voted in favor. Commissioners Hilderbrand and Collins signed off on the transfers of sick hours for an employee.

**MOTIONS MADE BY COMMISSION**

Commissioner Collins made a motion to amend the agenda and move Jim Dahmen from 10:15A.M. to 10:00 A.M., his motion was seconded by Commissioner Hilderbrand, and both Commissioners Collins and Hilderbrand voted in favor.

Commissioner Collins made a motion to recess for lunch, his motion was seconded by Commissioner Hilderbrand, and both Commissioners Hilderbrand and Collins voted in favor.

Commissioner Collins made a motion to pass and approve **Resolution #12 which places a stop sign at Kelly Street and NE Coal Valley Rd.**, his motion was seconded by Commissioner Hilderbrand and both voted in favor. Commissioners Collins, Hilderbrand, and Cherokee County Clerk Gatewood signed off on the document.

Commissioner Hilderbrand made a motion to award Claythorne Lodge \$300.00 for a Tourism Grant during Columbus Days for a sporting clay event, his motion was seconded by Commissioner Collins, and both Commissioners Collins and Hilderbrand voted in favor.

Commissioner Collins made a motion to sign the HUD Sustainable Communities Agreement Grant through the Joplin Regional Partnership, his motion was seconded by Commissioner Hilderbrand, and both Commissioners Collins and Hilderbrand voted in favor.

Commissioner Hilderbrand made a motion to agree for services from Class LTD at the current level of \$109,273.00 for the year 2011, his motion was seconded by Commissioner Collins, and both Commissioners Collins and Hilderbrand vote in favor and signed off on the documents.

RH

## **OTHER BUSINESS**

Road and Bridge Supervisor Leonard Vanatta and Gene Langerot of the County Lot discussed general road maintenance in the county with the commissioners. The commission also discussed signage for no dumping at the location between 25<sup>th</sup> and 40<sup>th</sup> streets on Union Chapel Rd., and Mr. Vanatta is looking into it. The county is continuing asphaltting in the county. The commissioners thanked them for the update.

Jim Dahmen came before the commissioners to discuss the HUD Sustainable Communities Planning Grant Program. The grant is for \$100,000,000.00 through HUD with the participation of the Department of Transportation and the EPA, the grant funds will be split nationwide and the tri-state area wants to participate. A grant amount of \$2,000,000.00 is being worked up by the Joplin Regional Partnership and the target areas are the counties of Barton, Jasper, and Newton in Missouri, the counties of Crawford and Cherokee in Kansas, as well as Ottawa County in Oklahoma. Mr. Dahmen explained the six principles of the grant: 1) to provide more transportation choices, 2) promote equitable, affordable housing, 3) to enhance economic competitiveness, 4) to support existing communities, 5) to coordinate policies and leverage investment, and 6) to value communities and neighborhoods. He explained that communities in the region will be contacted and requested to submit their ready projects with a 20% match for a specific amount. Overall, the representatives of the Joplin Regional Partnership will determine the number of projects to be included in the grant. The commission must put together their request and submit it by August 23, 2010. The commission discussed a water project in the county. Commissioner Hilderbrand signed off on the Tri States Coopitition Consortium Agreement HUD Sustainable Communities Planning Grant Program. The commission is to adopt a resolution of participation for the Grant and it was referred over to County Counselor Kevin Cure. They thanked Mr. Dahmen for coming in.

Cameron Lawrence of Joplin Freightliner came before the commission to discuss the financing of three Dump Trucks which are scheduled to be delivered the first week in September. He pointed out that the first bid spec at the first of the year has changed and Daimler Financial Services has lowered the interest rate to 2.715 %. The amount to be financed is \$386,910.00 for five years with annual payments of \$83,797.29. The commission said they would review it and get back with him.

Gene Mense, the County Auditor, came before the commission and had done a review of General Fund monies and he reported it was in good shape at this time.

Jason Allison of Emergency Preparedness came before the commission to have Commissioner Hilderbrand sign off on the NSP Houses that could contain lead base paint, Commissioner Hilderbrand signed off on the documents. Mr. Allison also asked for additional administrative staff for the Reverse 911 System using a current county employee.

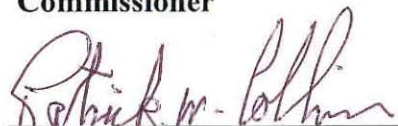
**ADJOURMENT**

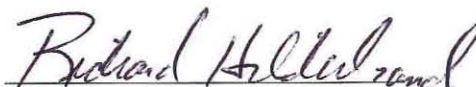
Commissioner Collins made a motion to adjourn at 1:35 P.M., his motion was seconded by Commissioner Hilderbrand and both Commissioners Collins and Hilderbrand voted in favor. The next Cherokee County Commission meeting will be held August 23, 2010 at 9:00 A.M. in the Cherokee County Courthouse in Columbus, Kansas.

**Resolved and ordered this day August 23, 2010**

  
Cherokee County Clerk

\_\_\_\_\_  
Commissioner

  
Commissioner

  
Commissioner

Com Richard Hilderbrand made the motion to award \$300 to Claythorne Lodge from the Cherokee County Tourism Grant Program his motion

**APPLICATION**

was seconded by Com. Collins and both voted in favor.

**CHEROKEE COUNTY TOURISM GRANT PROGRAM 2010**

PLEASE USE ONLY THIS FORM

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS

ALL GRANT APPLICATIONS SHOULD BE TYPED.

**DATE OF REQUEST MUST BE MADE AT LEAST 60 DAYS PRIOR TO EVENT**

Date of Request Aug 4 2010

Name of Event/Project Columbus Day Oktoberfest Weekend

Date(s) of Event/Project Oct. 8th - 10th

Name of Sponsoring Organization National Sporting Clay Assn.

Briefly describe event/project Sporting Clay Event & Future Event

Person making Grant/Request Frieda & Sam Lancaster - Claythorne

Address 1329 N.W 100th Columbus, KS 66715

Work Phone 620 597 2568 Home Phone Same

Grant amount being requested (\$300 maximum) \$ 300<sup>00</sup>

Is this event in any way a fundraiser for your organization? no yes no

Estimated number of expected attendees 200 - From Coast to Coast

Estimated number of room nights generated: Capacity

Estimated number of attendees that are day-trippers - Mostly 3 day

Where will they stay while in Cherokee County? Yes

How will grant money be used (be specific) Advertising in National Magazines - Ads are \$400 @ \$7000<sup>00</sup> each (Clay Shooting USA & Sporting Clay Mag)

Attach projected budget for entire event/project to this application.

Where will visitors come from? All over USA. Calif. to E. Coast

Columbus Chamber of Commerce

320 E. Maple \* Columbus, KS 66725 \* 620-429-1492

Is this a one-time event? An on-going project? Explain Annual

Have you received prior funding from this grant? Explain No - but  
have for other World & Nat'l Events -  
ex: US Open's etc

How will this event/project increase tourism revenue in Cherokee County?  
They will be in our area for 3 days.

If event/project will not directly affect tourism, how will it improve or enhance Cherokee County to indirectly affect tourism?

Additional support from this grant application may be attached if desired.

**IMPORTANT:** Upon completion of event/project, all grant recipients must supply the Columbus Chamber of Commerce Tourism Committee with actual budget for event/project and follow-up summary. Recipients who do not comply with this policy may be ineligible for future grants.

Committee Use Only: Date recieved \_\_\_\_\_ Action \_\_\_\_\_

Note: These funds are to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building publicity for Cherokee county.

## 2010 Budget for Columbus Day Fall Classic

---

Clay Target Cost	\$2,500.00
Referee & Employee Salaries	\$3,500.00
Advertising in Magazines	\$1,000.00
Trap Rental	\$3,000.00
Bathrooms Rental	\$ 250.00
Tent Rental	\$ 500.00
Saturday Night Dinner	\$ 480.00
Entertainment	\$ 250.00
Utilities for Event	\$1,000.00
Trophies	\$1,000.00
Direct Mailing Cost	\$ 600.00
Target Setter exp (airline ,car rental)	\$ 800.00
Target Setter Salary	\$2,000.00
Professional Scoring Person	\$1,250.00
Prof Scoring Exp, (Airline, Car Rental)	\$ 600.00
Office Expense, score cards, ink etc	\$ 125.00
Lodging & RV Expense	\$1,000.00
	\$19,855.00



*Claythorne Lodge*

**TRI STATES COOPITION CONSORTIUM AGREEMENT  
HUD SUSTAINABLE COMMUNITIES PLANNING GRANT PROGRAM**

THIS TRI STATE COOPITION CONSORTIUM AGREEMENT ("Agreement") is entered into as of August 11<sup>th</sup>, 2010, by and between the Joplin Business and Industrial Development Corporation, hereinafter also known as- (JBIDC), a 501 (c) 3 corporation incorporated in the State of Missouri and (the "Cherokee County") a corporation (" "). The entities listed above are individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

A. The U. S. Department of Housing and Urban Development (HUD) released a notice in its FY 2010 budget and appropriated \$100 million for regional integrated planning grants.

B. Recently, the United States Department of Housing and Urban Development ("HUD") issued a Notice of Fund Availability ("NOFA") seeking applications for \$100 million in funds to carry out development programs. The NOFA provides that a consortium of entities (which may include governmental entities, local governments, and private nonprofit organizations) are eligible to apply for funds.

C. Each Party is defined in the NOFA as an eligible applicant for grant funds.

D. The purposes of this Agreement are to form the consortium that will apply for HUD Sustainable Communities Planning Grant Program and that will carry out proposed activities in compliance with the HUD Sustainable Communities Grant Program requirement. The Parties collectively have the capacity and experience to carry out the proposed activities in and believe that their combined efforts in a consortium will provide for efficient and effective program administration of a Sustainable Communities Program as described in the Application for HUD Sustainable Communities Planning Grant Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

**AGREEMENT**

E. **Formation of Consortium.** The Parties hereby form the Tri-States Coopition Consortium (the "Consortium"). The purposes of the Consortium are to

prepare an Application for, to jointly apply for funds, and to cooperatively carry out the Consortium Program

F. **Lead Member.** The Joplin Business and Industrial Development Corporation (JBIDC) shall be designated as the Lead Member of the Consortium and is hereby authorized to submit the grant application for funds to HUD in the total amount of Two Million Dollars and no Cents (\$2,000,000) (the "Application"). If the Application is approved, the JBIDC shall be the direct grant recipient and shall execute the grant standard agreement with HUD. The JBIDC is authorized to act in a representative capacity for the Consortium in the submission of the Application and the administration of funds and shall be responsible for ensuring that the grant is administered in accordance with all program requirements and in accordance with the Application.

G. **Obligations of Parties; Funding Agreements.** Neither JBIDC nor any other consortium member may obligate Cherokee (county or city) or exercise any of the governmental powers of the Cherokee (county or city) No application, proposal, or contract may be submitted on behalf of the Cherokee (county/city) without the express written approval of the Mayor and City Council.

The Parties shall cooperatively carry out the Consortium Program, if funded, as defined in the Application, and each Party shall carry out those activities described in the Application. The Application specifies that Two Million Dollars (\$2,000,000) of the funds applied for are to be allocated for implementation of the Consortium Program. The Parties agree that, if HUD approves a funding amount to the Consortium which is less than the Two Million Dollars (\$2,000,000) requested in the Application, the funds allocated to program participants will be reduced proportionately. Cherokee County agrees to execute a consortium funding agreement with the JBIDC no later than December 1, 2010, if requested by HUD after initial screening of the Application. Such consortium funding agreement shall describe the specific activities to be carried out by the Party under the Consortium Program, the funds allocated to the Party's activities, timetables for completion of the Party's activities, and the Party's commitment to conform to applicable program requirements.

H. **Committee.** The Parties shall establish a steering committee consisting of one staff person from each Party to review implementation of the Consortium Program.

I. **Environmental Review.** The Parties hereby authorize the JBIDC to each undertake environmental review of any activity located



within its jurisdiction, as required by the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR part 58.

- J. **Internal Audits.** Each Party hereby authorizes the internal auditor to carry out internal audits of any assisted activity.
- K. **Term of Agreement.** This Agreement shall remain in effect until the earliest to occur of the following: (a) HUD reaches a final decision to deny the Application for funds in its entirety; or (b) all funds and program income received pursuant to the Application are expended and the funded activities completed. The Parties agree that they will not unilaterally or collectively terminate or withdraw from this Agreement while it remains in effect.
- L. **Amendments.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved and signed by the parties to this Agreement. This Agreement supersedes any oral promises, representations, or other agreements with respect to the subject matter of this Agreement.
- M. **Approval of Agreement.** By execution of this Agreement, the signatories of each Party certify and represent that this Agreement has been authorized by its governing body or authorized officer, as applicable.
- N. **Approval in Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their chief administrative officer, as of the date first written above.

THE JOPLIN BUSINESS AND INDUSTRIAL DEVELOPMENT CORPORATION (JBIDC), a 501 (c) 3 corporation chartered in the State of Missouri

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Participating Party)  
Cherokee County  
By: Richard Hilderbrand  
Its: Chairperson

# DAIMLER

Daimler Truck Financial

August 13, 2010

Cherokee County  
KS

Dear Cherokee County,

Daimler Financial Services is pleased to offer the following proposal to finance the acquisition of various vehicles by Cherokee County from Joplin Freightliner.

Lessee: Cherokee County  
Issue Type: Tax-exempt installment financing of various equipment,  
subject to annual appropriation

Amount Financed: \$386,910  
Term: 5 years  
Payment Mode: Annual Arrears  
Rate: 2.715%  
Payment: \$83,797.29

Subject to credit qualification and based on the terms described above, DCFS USA LLC quotes you a rate of 2.715% per annum. This proposal and the interest rate stated herein shall expire 30 days from the date of this proposal letter and shall have no effect on any prior documentation signed by the parties. This proposal is not a commitment and is subject to credit qualification based on the terms of the transaction, verification of eligibility for tax-exempt financing and properly completed documentation presented to DCFS USA LLC for funding. Any subsequent commitment letter or documentation signed by the parties will supersede and replace this proposal.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would adversely affect any Federal, State or local tax benefits are assumed in determining the above proposal.

I look forward to working with you on this transaction.

Sincerely,

Carrie Kohout  
Inside Sales  
Daimler Truck Financial  
817-224-5118

\*\*\*\*\*TFFF2494(12/01/2008)

Daimler Truck Financial  
13650 Heritage Parkway  
Fort Worth, TX 76177  
Phone (800) 659-4444  
[www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com)



P. O. Box 266 1200 Merle Evans Drive Columbus, Kansas 66725-0266  
620-429-1212 FAX 620-429-8724

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 16th day of August, 2010 by and between the Board of County Commissioners of CHEROKEE COUNTY, KANSAS, hereinafter called Commissioners and CLASS LTD, hereinafter called "Service Provider."

WHEREAS, the Commissioners are desirous of providing services for the residents with mental retardation of the County and of levying a tax for providing such services, but have determined that it is more practicable to contract with a non-profit corporation for such services for the residents with mental retardation of said county as provided by K.S.A. 19-4007(a), and

WHEREAS, Service Provider is a non-profit corporation, licensed by the State Department of Social and Rehabilitation Services in accordance with K.S.A. 75-3307(b) and is capable of providing services for individuals with mental retardation.

NOW THEREFORE, the Commissioners contract for services as enumerated in 3. Below, for the residents with mental retardation of said county with Service Provider and Service Provider agrees to supply said services upon the following terms and conditions:

1. Term. The term of this agreement shall be for one (1) year commencing January 1, 2011 and ending December 31, 2011.

2. Consideration. The Commissioners agree to levy taxes upon all the taxable tangible property in the County as provided by K.S.A. 19-4004 for the purpose of providing revenue to pay for services for the residents with mental retardation of said county. Upon receipt of such tax money, the Commissioners shall pay the amount budgeted or actually received (whichever is less) to the Board of Directors of the Service Provider and the Board of Directors of the Service Provider is authorized to receive and expend such moneys to provide services for residents with mental retardation of said county. Payment of tax money collected are to be made quarterly. The amount to be budgeted for 2011 is \$109,273.00.

3. Services. The services to be provided are Children Services, Day Activity, Employment Services, Community Living, Respite Care, Transportation, Case Management and Administrative and Support Services.

4. Reports. Service Provider shall annually provide the Commissioners with a Certified Public Audit report showing the amount of fees collected, the amount of money received under said contract, and any other income, and showing further the disbursements, including salaries by Service Provider.

CLASS LTD  
Service Provider

By: \_\_\_\_\_  
Jan Bolin  
President/CEO

COMMISSIONERS:  
Board of County Commissioners  
Cherokee County

Richard Hodgson  
Patrick W. Palmer

APPLICATION

CHEROKEE COUNTY TOURISM GRANT PROGRAM 2010

PLEASE USE ONLY THIS FORM

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS

ALL GRANT APPLICATIONS SHOULD BE TYPED.

DATE OF REQUEST MUST BE MADE AT LEAST 60 DAYS PRIOR TO EVENT

Date of Request Aug 4 2010

Name of Event/Project Columbus Day Oktoberfest Weekend

Date(s) of Event/Project Oct. 8th - 10th

Name of Sponsoring Organization National Sporting Clay Assn.

Briefly describe event/project Sporting Clay Event & Future Event

Person making Grant/Request Frieda & Sam Lancaster - Clayhome

Address 1329 N.W. 100th Columbus, KS. 66715

Work Phone 620 597 2568 Home Phone Same

Grant amount being requested (\$300 maximum) \$ 300<sup>00</sup>

Is this event in any way a fundraiser for your organization? no

Estimated number of expected attendees 200 - From Coast to Coast

Estimated number of room nights generated: Capacity

Estimated number of attendees that are day-trippers Mostly 3 day

Where will they stay while in Cherokee County? Yes

How will grant money be used (be specific) Advertising in National Magazines - Ads are \$400 to \$7000<sup>00</sup> each (Clay Shooting USA & Sporting Clay Mag)

Attach projected budget for entire event/project to this application.

Where will visitors come from? All over USA. Calif. to E. Coast

Columbus Chamber of Commerce

320 E. Maple \* Columbus, KS 66725 \* 620-429-1492

Is this a one-time event? An on-going project? Explain Annual

Have you received prior funding from this grant? Explain No - but  
have for other World & Nat'l Events -  
ex: US Open's etc

How will this event/project increase tourism revenue in Cherokee County? They will be in our area for 3 days.

If event/project will not directly affect tourism, how will it improve or enhance Cherokee County to indirectly affect tourism? \_\_\_\_\_

Additional support from this grant application may be attached if desired.

**IMPORTANT:** Upon completion of event/project, all grant recipients must supply the Columbus Chamber of Commerce Tourism Committee with actual budget for event/project and follow-up summary. Recipients who do not comply with this policy may be ineligible for future grants.

Committee Use Only: Date recieved \_\_\_\_\_ Action \_\_\_\_\_

Note: These funds are to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building publicity for Cherokee county.

Columbus Chamber of Commerce

320 E. Maple \* Columbus, KS 66725 \* 620-429-1492

## 2010 Budget for Columbus Day Fall Classic

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Clay Target Cost	\$2,500.00
Referee & Employee Salaries	\$3,500.00
Advertising in Magazines	\$1,000.00
Trap Rental	\$3,000.00
Bathrooms Rental	\$ 250.00
Tent Rental	\$ 500.00
Saturday Night Dinner	\$ 480.00
Entertainment	\$ 250.00
Utilities for Event	\$1,000.00
Trophies	\$1,000.00
Direct Mailing Cost	\$ 600.00
Target Setter exp (airline ,car rental)	\$ 800.00
Target Setter Salary	\$2,000.00
Professional Scoring Person	\$1,250.00
Prof Scoring Exp, (Airline, Car Rental)	\$ 600.00
Office Expense, score cards, ink etc	\$ 125.00
Lodging & RV Expense	\$1,000.00
	\$19,855.00



*Claythorne Lodge*

CK County Clerk/WAN  
08/12/2010 11:20 AM  
To  
cc  
bcc  
Subject Fw: Fw:

----- Forwarded by CK County Clerk/WAN on 08/12/2010 11:20 AM -----



"Jim Dahmen"  
<jdahmen@columbus-ks.com>  
>  
08/12/2010 11:19 AM  
To "Evan Capron" <ecapron@columbuscityhall.com>, "Crystal Gatewood" <CK\_County\_Clerk@wan.kdor.state.ks.us>  
cc  
Subject Fw:

Evan & Crystal;

Do you have any projects that we could throw into the application? Keep in mind, the 20% match. However, if we have a need, it appears this is a, "kitchen sink" solicitation from HUD to get more stimulus money into the economy. If you do have something in mind, I need to get on the Monday meeting agenda and solicit the City of Columbus & Cherokee County Commission support. Application deadline is the 23rd.

Sorry about the short timeline. I just got involved in this Monday.

Thanks,

Jim

----- Original Message -----

**From:** [Gary Box](#)

**To:** [Lynn Calton](#) ; [rob@bartoncountycdc.com](mailto:rob@bartoncountycdc.com) ; [Sabrina Drackert](#) ; [Steve Lawver](#) ; [Gib Garrow](#)

**Cc:** [mturnbull@pittks.org](mailto:mturnbull@pittks.org) ; [Jim Dahmen](#) ; [Chuck Surface](#) ; [Larry Eller](#)

**Sent:** Wednesday, August 11, 2010 2:38 PM

Please find attached a letter outlining a HUD grant the Joplin Regional Partnership is making application.

Please submit your ready project with a plan for 20% match back to us by COB on Monday August 16<sup>th</sup>.

Thanks for your immediate attention. Gary

Gary Box

Business Retention & Expansion Coordinator

Joplin Area Chamber of Commerce

320 East 4th Street

Joplin, MO 64801

417.624.4150 (O)

417.434.3351 (C)

417.624.4303 (F)

**U.S. Chamber of Commerce 5-Star Accreditation**  
**ACCE National Chamber of the Year Finalist, 2008**





Greetings,

The Joplin Regional Partnership is making application for the HUD Sustainable Communities Planning Grant Program. This is a \$100,000,000 grant through HUD with participation of the Department of Transportation and the EPA. A grant application in the amount of \$2,000,000 is being constructed. The Joplin Regional Partnership has defined the region to include the counties of Barton, Jasper, Newton in Missouri, Crawford and Cherokee in Kansas and Ottawa in Oklahoma. Included in this defined region for purposes of grant qualification is the Joplin MSA which combines the population of Jasper and Newton Counties in Missouri. The region's population is 280,508. The Joplin MSA's population is 177,181. This accounts for more than 50% of the region to be the MSA which represents the overview of the region as defined by the grant.

Six principles are defined in the grant: (1) Provide more transportation choices. (2) Promote equitable, affordable housing. (3) Enhance economic competitiveness. (4) Support existing communities. (5) Coordinate policies and leverage investment. (6) Value communities and neighborhoods.

Communities within the region will be contacted and requested to submit a ready project and a 20% match for a specific amount. A committee comprised of officers of the Joplin Business and Industrial Development Corporation along with representatives of the Joplin Regional Partnership will determine the projects to be included in the grant application. Included in the application will be the following project requests: (1) Development of three Regional Training and Development Centers in Joplin, Missouri, Pittsburg, Kansas and Miami, Oklahoma for workforce development. (2) Purchasing Alchemy Training Systems for the use of all school districts in the region for soft skills training of high school students. (3) Developing a regional transportation study. (4) Affordable housing projects in needing communities.

To apply for the grant an agreement must be signed between the JBIDC and each County Commissioner(s), the three regional planning commissions (Missouri, Kansas and

Oklahoma) representing the counties within the region along with city representatives of communities in the Joplin MSA. The agreement is attached to this email for use by each entity. It is imperative that these agreements be signed and delivered by COB Monday, August 16, 2010 to the Joplin Area Chamber of Commerce 320 East 4<sup>th</sup>, Joplin, Missouri 64801. They can be electronically sent to Gary Box at [gary@joplincc.com](mailto:gary@joplincc.com). For questions please contact Rob O'Brian at 417-624-4150, [robrian@joplincc.com](mailto:robrian@joplincc.com), Mark Turnbull at 620-231-0964, [mturnbull@pittks.org](mailto:mturnbull@pittks.org) or Larry Eller at 918-541-2236, [leller@miamiokla.net](mailto:leller@miamiokla.net).

Thank you for your quick attention and participation.

Joplin Regional Partnership

**TRI STATES COOPITITION CONSORTIUM AGREEMENT  
HUD SUSTAINABLE COMMUNITIES PLANNING GRANT PROGRAM**

THIS TRI STATE COOPITITION CONSORTIUM AGREEMENT ("Agreement") is entered into as of August 16, 2010, by and between the Joplin Business and Industrial Development Corporation, hereinafter also known as (JBIDC), a 501 (c) 3 corporation incorporated in the State of Missouri and (the "Cherokee County") a corporation (" "). The entities listed above are individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

A. The U. S. Department of Housing and Urban Development (HUD) released a notice in its FY 2010 budget and appropriated \$100 million for regional integrated planning grants.

B. Recently, the United States Department of Housing and Urban Development ("HUD") issued a Notice of Fund Availability ("NOFA") seeking applications for \$100 million in funds to carry out development programs. The NOFA provides that a consortium of entities (which may include governmental entities, local governments, and private nonprofit organizations) are eligible to apply for funds.

C. Each Party is defined in the NOFA as an eligible applicant for grant funds.

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**AGREEMENT**

E. **Formation of Consortium.** The Parties hereby form the Tri-States Coopitition Consortium (the "Consortium"). The purposes of the Consortium are to

prepare an Application for, to jointly apply for funds, and to cooperatively carry out the Consortium Program

- F. **Lead Member.** The Joplin Business and Industrial Development Corporation (JBIDC) shall be designated as the Lead Member of the Consortium and is hereby authorized to submit the grant application for funds to HUD in the total amount of Two Million Dollars and no Cents (\$2,000,000) (the "Application"). If the Application is approved, the JBIDC shall be the direct grant recipient and shall execute the grant standard agreement with HUD. The JBIDC is authorized to act in a representative capacity for the Consortium in the submission of the Application and the administration of funds and shall be responsible for ensuring that the grant is administered in accordance with all program requirements and in accordance with the Application.
- G. **Obligations of Parties; Funding Agreements.** Neither JBIDC nor any other consortium member may obligate Cherokee (county or city) or exercise any of the governmental powers of the Cherokee (county or city) No application, proposal, or contract may be submitted on behalf of the Cherokee (county/city) without the express written approval of the Mayor and City Council.

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- H. **Committee.** The Parties shall establish a steering committee consisting of one staff person from each Party to review implementation of the Consortium Program.
- I. **Environmental Review.** The Parties hereby authorize the JBIDC to each undertake environmental review of any activity located

within its jurisdiction, as required by the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR part 58.

- J. **Internal Audits.** Each Party hereby authorizes the internal auditor to carry out internal audits of any assisted activity.
- K. **Term of Agreement.** This Agreement shall remain in effect until the earliest to occur of the following: (a) HUD reaches a final decision to deny the Application for funds in its entirety; or (b) all funds and program income received pursuant to the Application are expended and the funded activities completed. The Parties agree that they will not unilaterally or collectively terminate or withdraw from this Agreement while it remains in effect.
- L. **Amendments.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved and signed by the parties to this Agreement. This Agreement supersedes any oral promises, representations, or other agreements with respect to the subject matter of this Agreement.
- M. **Approval of Agreement.** By execution of this Agreement, the signatories of each Party certify and represent that this Agreement has been authorized by its governing body or authorized officer, as applicable.
- N. **Approval in Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their chief administrative officer, as of the date first written above.

THE JOPLIN BUSINESS AND INDUSTRIAL DEVELOPMENT CORPORATION (JBIDC), a 501 (c) 3 corporation chartered in the State of Missouri

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Participating Party)  
Cherokee County  
By: Richard Hilderbrand  
Its: Chairperson



Greetings,

The Joplin Regional Partnership is making application for the HUD Sustainable Communities Planning Grant Program. This is a \$100,000,000 grant through HUD with participation of the Department of Transportation and the EPA. A grant application in the amount of \$2,000,000 is being constructed. The Joplin Regional Partnership has defined the region to include the counties of Barton, Jasper, Newton in Missouri, Crawford and Cherokee in Kansas and Ottawa in Oklahoma. Included in this defined region for purposes of grant qualification is the Joplin MSA which combines the population of Jasper and Newton Counties in Missouri. The region's population is 280,508. The Joplin MSA's population is 177,181. This accounts for more than 50% of the region to be the MSA which represents the overview of the region as defined by the grant.

Six principles are defined in the grant: (1) Provide more transportation choices. (2) Promote equitable, affordable housing. (3) Enhance economic competitiveness. (4) Support existing communities. (5) Coordinate policies and leverage investment. (6) Value communities and neighborhoods.

Communities within the region will be contacted and requested to submit a ready project and a 20% match for a specific amount. A committee comprised of officers of the Joplin Business and Industrial Development Corporation along with representatives of the Joplin Regional Partnership will determine the projects to be included in the grant application. Included in the application will be the following project requests: (1) Development of three Regional Training and Development Centers in Joplin, Missouri, Pittsburg, Kansas and Miami, Oklahoma for workforce development. (2) Purchasing Alchemy Training Systems for the use of all school districts in the region for soft skills training of high school students. (3) Developing a regional transportation study. (4) Affordable housing projects in needing communities.

To apply for the grant an agreement must be signed between the JBIDC and each County Commissioner(s), the three regional planning commissions (Missouri, Kansas and

Oklahoma) representing the counties within the region along with city representatives of communities in the Joplin MSA. The agreement is attached to this email for use by each entity. It is imperative that these agreements be signed and delivered by COB Monday, August 16, 2010 to the Joplin Area Chamber of Commerce 320 East 4<sup>th</sup>, Joplin, Missouri 64801. They can be electronically sent to Gary Box at [gary@joplincc.com](mailto:gary@joplincc.com). For questions please contact Rob O'Brian at 417-624-4150, [robrian@joplincc.com](mailto:robrian@joplincc.com), Mark Turnbull at 620-231-0964, [mturnbull@pittks.org](mailto:mturnbull@pittks.org) or Larry Eller at 918-541-2236, [l Eller@miamiokla.net](mailto:l Eller@miamiokla.net).

Thank you for your quick attention and participation.

Joplin Regional Partnership